

SAN JUAN-CHAMA PROJECT  
NEW MEXICO

CONTRACT

Between the

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

and

SANTA FE COUNTY

THIS CONTRACT, made this 19<sup>th</sup> day of October, 2006

(Contract), between the UNITED STATES OF AMERICA (United States), acting through the Secretary of the Interior, Bureau of Reclamation, and pursuant to the Federal Reclamation Laws, including the Act of June 13, 1962 (76 Stat. 96), the Act of April 11, 1956 (70 Stat. 105), the Act of August 4, 1939 (53 Stat. 1187) (1939 Act), and particularly the Renewal of Water Supply Contracts Act of June 21, 1963 (43 U.S.C. § 485h; Pub. L. 88-44; 77 Stat. 68) (1963 Act), and Santa Fe County (Contractor).

WITNESSETH THAT:

EXPLANATORY RECITALS

WHEREAS, on November 23, 1976, pursuant to subsection 9(c)(2) of the 1939 Act, the Contractor, the Public Service Company of New Mexico, the City of Santa Fe and the United States entered into water service Contract No. 7-07-50-X0879, for the delivery of up to 5,605 acre-feet of San Juan-Chama Project (Project) water annually;



1 (a) CONTRACTING OFFICER - shall mean the Secretary of the  
2 United States Department of the Interior or his duly authorized representative who is, as  
3 of the date of execution of this Contract on behalf of the United States, the Regional  
4 Director, Upper Colorado Region, Bureau of Reclamation.

5 (b) FEDERAL RECLAMATION LAWS - shall mean the Act of June  
6 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto.

7 (c) PROJECT - shall mean the San Juan-Chama Project, Colorado-  
8 New Mexico, as authorized by the Act of Congress dated June 13, 1962 (76 Stat. 96).

9 (d) RESERVOIR STORAGE COMPLEX - shall mean all features,  
10 lands, and rights-of-way of the Project directly associated with the initial collection and  
11 storage of Project water and includes all works from enlargement of the outlet of the  
12 existing El Vado Dam upstream to and including and connecting the three diversion dams  
13 on the Rio Blanco and the Little Navajo and Navajo Rivers.

14 (e) PROJECT WORKS - shall mean all works or facilities  
15 constructed, including diversion works, reservoirs, dams, pipelines, conduits, and outlet  
16 works together with land and rights-of-way for such works.

17 (f) PROJECT WATER - shall mean water available for use through  
18 the Project Works.

19 (g) WATER SUPPLY COSTS - shall mean that portion of Project  
20 costs payable to the United States for the water allocated to the Contractor from the  
21 Project.

22 (h) FISCAL YEAR - shall mean the period October 1 through the next  
23 following September 30.

1                    EXISTING CONTRACT SUPERSEDED AND REPLACED

2            2.        This Contract, and Contract No. 05-WC-40-540, when fully executed,  
3        replace and supersede in its entirety water service Contract No. 7-07-50-X0879, as  
4        amended, dated November 23, 1976.

5                    CONSTRUCTION CHARGE OBLIGATION

6            3.        The Contractor shall pay to the United States a proportionate share of the  
7        costs, including interest during construction, incurred by the United States in constructing  
8        the Reservoir Storage Complex which are allocated to the municipal water supply for the  
9        Contractor. The Contractor's maximum construction cost obligation under this Contract  
10       shall not exceed \$212,902, based upon the March 2001 Final Cost Allocation prepared by  
11       the Bureau of Reclamation, plus \$27,321 of interest during construction cost calculated  
12       by the Upper Colorado Region Financial Group, for a total allocated investment  
13       obligation of \$240,222. The interest rate established for repayment of reimbursable  
14       costs of interest-bearing components of the Project is 3.046 percent per annum.

15                   REPAYMENT OF CONSTRUCTION CHARGES

16           4.        (a)        In consideration of the water supply herein contracted for, the  
17        Contractor agrees to pay to the United States a pro rata share of the Reservoir Storage  
18        Complex investment costs, as incurred by the United States and allocated to municipal  
19        and industrial uses. The Contractor's share of said costs is \$240,222. After deducting  
20        payments to principal in the amount of \$146,303 made through December 31, 2005,  
21        under Contract No. 7-07-50-X0879, dated November 23, 1976, the total balance due is  
22        \$93,920; and this obligation shall be repaid, with interest as specified, in 10 annual  
23        installments, the first of which shall become due on December 31, 2006. Subsequent

1 annual installments shall become due on December 31 of each succeeding calendar year  
2 throughout the repayment period.

3 *Re-Payment* (b) The Contractor's Water Supply Costs, as provided herein, shall be  
4 paid in annual installments of \$11,036, starting December 31, 2006, as shown in Exhibit  
5 A, based on an annuity due formula and the Project interest rate of 3.046 percent.

6 (c) The Contractor may make advance payments on any annual  
7 installment as set forth in paragraph (b) above or prepay any amount of the remaining  
8 balance, whereupon the schedule of future payments will be adjusted and interest  
9 components determined by unamortized construction costs shall be reduced accordingly.

10 OPERATION, MAINTENANCE, AND REPLACEMENT COSTS

11 5. (a) The United States shall be responsible for the operation and  
12 maintenance of the Reservoir Storage Complex and related facilities. The Contractor's  
13 annual reimbursable OM&R costs shall be 0.390 percent of the total OM&R costs of the  
14 Project (375 divided by 96,200). Notice of billings for the next Fiscal Year's  
15 reimbursable OM&R costs will be issued to the Contractor on or before May 1 of each  
16 Fiscal Year. In the event the first notice shall be for costs of service of less than a full  
17 Fiscal Year, such costs shall be pro rated for the period covered. Each notice shall show  
18 an itemization of the estimated reimbursable OM&R costs of the Reservoir Storage  
19 Complex, excluding the OM&R cost of El Vado Dam and Reservoir, with the exception  
20 of 27 percent of any replacement costs of the outlet works of said El Vado Dam. The  
21 Contractor shall advance its share of the OM&R costs for each Fiscal Year as follows:

22 (1) One-fourth on or before September 30 of the Fiscal Year preceding the  
23 applicable Fiscal Year.

1 (2) ~~One-fourth~~ on or before December 31 of the applicable Fiscal Year.

2 (3) ~~One-fourth~~ on or before March 10 of the applicable Fiscal Year.

3 (4) ~~One-fourth~~ on or before May 10 of the applicable Fiscal Year.

4 In the event the OM&R cost estimate falls short of the actual costs in any period, or  
5 whenever it is anticipated by that Contracting Officer that a deficit will occur during the  
6 Fiscal Year, supplemental notices requesting additional funds may be issued by the  
7 Contracting Officer. Funds not spent during one Fiscal Year will be carried over for use  
8 during the next Fiscal Year with funds required for that Fiscal Year being reduced  
9 accordingly, and an itemized statement of actual costs incurred during the Fiscal Year  
10 shall be furnished to the Contractor.

11 (b) The Contractor is not obligated to pay any portion of the annual  
12 OM&R costs allocated to the fish and wildlife function. Those OM&R costs attributed to  
13 the fish and wildlife function are 9.49 percent of the annual OM&R costs of the Reservoir  
14 Storage Complex, excluding El Vado Dam and Reservoir, based on the March 2001 Final  
15 Cost Allocation.

16 WATER RIGHTS - WATER SUPPLY GENERAL

17 6. (a) Water Shortages - On account of drought or other causes, there  
18 may occur at times during any calendar year a shortage in the quantity of water available  
19 from the Reservoir Storage Complex for use by the Contractor pursuant to this Contract.  
20 In no event shall any liability accrue against the United States or any of its officers or  
21 employees for any damage, direct or indirect, arising out of any such shortage.

22 (b) Contractor's Water Rights - The Contractor and its agents and  
23 assigns shall have the exclusive right to allocate, use, and dispose of that share of the

1 Project Water supply available and allocated to them under this Contract, except as  
2 provided for in article 7. Water may be used or disposed of for any purpose desired by  
3 the Contractor subject to the approval of the Contracting Officer, and in compliance with  
4 applicable state water law. Such use or disposal may be by diverting and applying such  
5 water directly from the Rio Grande stream system, by diverting and applying  
6 underground water and utilizing Project Water to offset the adverse effects of such  
7 underground water withdrawals heretofore or hereafter made from the Rio Grande stream  
8 system, or otherwise as the Contractor may desire.

9 (c) Annual Water Carryover Prohibited - Rights to release of water  
10 vested in the Contractor by this Contract shall be allowed on a calendar year basis, and no  
11 credits covering any unreleased water shall be allowed to carry over to any subsequent  
12 calendar year.

13 (d) Return Flow - The parties hereto neither abandon nor relinquish  
14 any of the seepage or return flow water attributable to the use of the Project Water  
15 supply.

16 (e) Other Uses - The Project is authorized for furnishing water for  
17 irrigation and municipal and industrial uses, for providing recreation and fish and wildlife  
18 benefits, and for other beneficial purposes. Total costs of the Project have been allocated  
19 among all authorized Project purposes according to shared Project benefits. The  
20 Contractor pays only for its proportionate share of costs allocated to the M&I purpose  
21 and this repayment of costs does not entitle the Contractor to benefits greater than  
22 provided by the terms of this Contract.

1                   (f)     Use and Allotment of Project Water - The Project is designed to  
2     furnish an estimated firm yield from storage for Project use of approximately 96,200  
3     acre-feet of water annually. Of this yield, 375 acre-feet shall be available annually to the  
4     Contractor for use as a municipal water supply or other beneficial purposes under this  
5     Contract. The Contracting Officer has the authority and responsibility for water  
6     measurement as set forth in the Accounting of Water report, San Juan-Chama Project,  
7     dated February 1963. During periods of scarcity when the actual available water supply  
8     may be less than the estimated firm yield, the Contractor shall share in the available water  
9     supply in the ratio that the above allocation bears to the firm yield. In utilizing the  
10    available water supply to the extent permitted by law from the water rights available to  
11    the Project, the Contractor shall take its allocation at Heron Dam at the point designated  
12    by the Contracting Officer. The responsibility of the United States shall cease at this  
13    point of delivery. During periods of abundance when the actual water supply may be  
14    more than the estimated firm yield, the Contractor shall have the right to share in the  
15    actual available water supply in the ratio that the allocation above bears to the estimated  
16    firm yield, all as determined by the Contracting Officer. However, any such water taken  
17    above the allocation provided herein shall be pursuant to a separate contract covering the  
18    lease of said surplus water.

#### 19                                   TEMPORARY WATER LEASES

20               7.     (a)     The Contractor may lease the right to beneficially use water  
21     contracted for herein to third parties only with the Secretary's prior written permission  
22     and then only at cost. If, in any given calendar year, the Contractor decides to lease the  
23     right to beneficially use all or a part of the water contracted for herein, Reclamation shall



1 have the first option to purchase or lease that water. If Reclamation purchases or leases  
2 the contract right to use the water, it will pay no more than the Contractor's incremental  
3 costs for O&M per acre-foot plus the proportionate repayment costs for that year  
4 associated with the amount of water purchased or leased.

5 (b) Third-party contracts for the lease of Project Water by the  
6 Contractor for all authorized purposes shall be limited to one (1) calendar year. If such  
7 contract provides either party an opportunity for renewal during the term of the contract,  
8 that renewal is subject to the prior written permission of the Contracting Officer.

9 (c) Written Permission by the Contracting Officer shall not be  
10 unreasonably withheld, and both Parties agree that time is of the essence when such  
11 permission is requested by the Contractor.

#### 12 TITLE TO PROJECT WORKS

13 8. Title to all Project Works and facilities shall remain in the United States  
14 until otherwise provided by the Congress.

#### 15 COMPLIANCE WITH ACTS OF CONGRESS 16 OF APRIL 11, 1956; JUNE 13, 1962; AND MARCH 26, 1964 17

18 9. Construction, care, OM&R of the Project and Project Works, including the  
19 allocation, diversion, and distribution of water as authorized by the Federal Reclamation  
20 Laws, by the Act of Congress of April 11, 1956 (70 Stat. 105); the Act of Congress of  
21 June 13, 1962 (76 Stat. 96); and the Act of Congress of March 26, 1964 (78 Stat. 171),  
22 shall be subject to and in conformance with the applicable conditions, limitations, and  
23 provisions of these acts and the statutes, compacts, and treaties referenced in said 1956,  
24 1962 and 1964 acts.

#### 25 CHARGES FOR DELINQUENT PAYMENTS

26  
27 10. (a) The Contractor shall be subject to interest, administrative, and  
28 penalty charges on delinquent payments. If a payment is not received by the due date, the  
29 Contractor shall pay an interest charge on the delinquent payment for each day the  
30 payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in  
31 addition to the interest charge, the Contractor shall pay an administrative charge to cover  
32 additional costs of billing and processing the delinquent payment. If a payment is  
33 delinquent 90 days or more, in addition to the interest and administrative charges, the

1 Contractor shall pay a penalty charge for each day the payment is delinquent beyond the  
2 due date, based on the remaining balance of the payment due at the rate of 6 percent per  
3 year. The Contractor shall also pay any fees incurred for debt collection services  
4 associated with a delinquent payment.

5 (b) The interest charge rate shall be the greater of either the rate  
6 prescribed quarterly in the Federal Register by the Department of the Treasury for  
7 application to overdue payments or the interest rate of 0.5 percent per month. The  
8 interest charge rate will be determined as of the due date and remain fixed for the  
9 duration of the delinquent period.

10 (c) When a partial payment on a delinquent account is received, the  
11 amount received shall be applied first to the penalty charges, second to the administrative  
12 charges, third to the accrued interest, and finally to the overdue payment.

#### 13 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

14

15 11. (a) The obligation of the Contractor to pay the United States as  
16 provided in this Contract is a general obligation of the Contractor notwithstanding the  
17 manner in which the obligation may be distributed among the Contractor's water users  
18 and notwithstanding the default of individual water users in their obligation to the  
19 Contractor.

20 (b) The payment of charges becoming due pursuant to this Contract is  
21 a condition precedent to receiving benefits under this Contract. The United States shall  
22 not make water available to the Contractor through San Juan-Chama Project facilities  
23 during any period in which the Contractor is in arrears in the advance payment of any  
24 operation and maintenance charges due the United States or in arrears for more than 12  
25 months in the payment of any construction charges due the United States. The  
26 Contractor shall not deliver water under the terms and conditions of this Contract for  
27 lands or parties that are in arrears in the advance payment of operation and maintenance  
28 charges or in arrears more than 12 months in the payment of construction charges as  
29 levied or established by the Contractor.

#### 30 EMERGENCY RESERVE FUNDS

31

32 12. (a) Commencing on execution of this Contract, the Contractor shall  
33 establish and maintain a reserve fund or demonstrate to the satisfaction of the Contracting  
34 Officer that other funds are available for use as an emergency reserve fund. The  
35 Contractor shall establish and maintain that emergency reserve fund to meet costs  
36 incurred during periods of special stress caused by damaging droughts, storms,  
37 earthquakes, floods, or other emergencies threatening or causing interruption of water  
38 service.

39 (b) The Contractor shall accumulate the reserve fund with a one-time  
40 deposit or investments of not less than \$5,160 to a Federally insured, interest- or  
41 dividend-bearing account or in securities guaranteed by the Federal Government:  
42 Provided, That money in the reserve fund, including accrued interest, shall be available  
43 within a reasonable time to meet expenses for such purposes as those identified in  
44 paragraph (d) herein. Following an emergency expenditure from the fund, annual

1 deposits of \$1,032 shall continue from the year following the emergency expenditure  
2 until the previous balance is restored. After the initial amount is accumulated or after the  
3 previous balance is re stored, the annual deposits may be discontinued, and the interest  
4 earnings shall continue to accumulate and be retained as part of the reserve fund.

5 (c) Upon mutual agreement between the Contractor and the Contracting  
6 Officer, the basic reserve fund or the accumulated reserve fund may be adjusted to  
7 account for risk and uncertainty stemming from the size and complexity of the project;  
8 the size of the annual operation and maintenance budget; additions to, deletions from, or  
9 changes in project works; and operation and maintenance costs not contemplated when  
10 this Contract was executed.

11 (d) The Contractor may make expenditures from the reserve fund only for  
12 meeting usual operation and maintenance costs incurred during periods of special stress,  
13 as described in para graph (a) herein; or for meeting unforeseen extraordinary operation  
14 and maintenance costs; or for meeting unusual or extraordinary repair or replacement  
15 costs; or for meeting betterment costs (in situations where recurrence of severe problems  
16 can be eliminated) during periods of special stress. Proposed expenditures from the fund  
17 shall be submitted to the Contracting Officer in writing for review and written approval  
18 prior to disbursement. Whenever the reserve fund is reduced below the current balance  
19 by expenditures there from, the Contractor shall restore that balance by the accumulation  
20 of annual deposits as specified in paragraph (b) herein.

21 (e) During any period in which any of the project works are operated and  
22 maintained by the United States, the Contractor agrees the reserve fund shall be available  
23 for like use by the United States.

24 (f) On or before December 31 of each year, the Contractor shall provide a  
25 current statement of the principal and accumulated interest of the reserve fund account to  
26 the Contracting Officer.

27 (g) In lieu of a Federally insured, interest- or dividend bearing account or  
28 securities guaranteed by the Federal Government, the emergency reserve fund may be  
29 held as a subset of a larger reserve fund already established by the Contractor to meet  
30 costs resulting from extraordinary circumstances. Following an expenditure of funds  
31 from such larger reserve fund for purposes described in (a) above, annual deposits of  
32 \$1,032 shall continue from the year following the emergency expenditure until the  
33 previous balance is restored.

#### 34 CONFIRMATION OF CONTRACT

35 13. The Contractor, after the execution of this Contract, shall furnish to the  
36 Contracting Officer evidence that pursuant to the laws of the State of New Mexico, the  
37 Contractor is a legally constituted entity and the Contract is lawful, valid, and binding on

1 the Contractor. This Contract shall not be binding on the United States until such  
2 evidence has been provided to the Contracting Officer's satisfaction.

### 3 4 NOTICES

5  
6 14. Any notice, demand, or request authorized or required by this Contract  
7 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage  
8 prepaid, or delivered to the Regional Director, Upper Colorado Region, Bureau of  
9 Reclamation, 125 South State Street, Room 6107, Salt Lake City, Utah 84138-1102, and  
10 on behalf of the United States, when mailed, postage prepaid, or delivered to the County  
11 Manager, Santa Fe County, 605 Letrado, Santa Fe NM 87505. The designation of the  
12 addressee or the address may be changed by notice given in the same manner as provided  
13 in this article for other notices.

### 14 15 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

16 15. The expenditure or advance of any money or the performance of any  
17 obligation of the United States under this Contract shall be contingent upon appropriation  
18 or allotment of funds. Absence of appropriation or allotment of funds shall not relieve  
19 the Contractor from any obligations under this Contract. No liability shall accrue to the  
20 United States in case funds are not appropriated or allotted.

### 21 22 OFFICIALS NOT TO BENEFIT

23 16. No Member of or Delegate to the Congress, Resident Commissioner, or  
24 official of the Contractor shall benefit from this Contract other than as a water user or  
25 landowner in the same manner as other water users or landowners.

### 26 27 CHANGES IN CONTRACTOR'S ORGANIZATION

28 17. While this Contract is in effect, no change may be made in the  
29 Contractor's organization which may affect the respective rights, obligations, privileges,  
30 and duties of either the United States or the Contractor under this Contract including, but  
31 not limited to, dissolution, consolidation, or merger, except upon the Contracting  
32 Officer's written consent.

### 33 34 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

35 18. The provisions of this Contract shall apply to and bind the successors and  
36 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or  
37 interest therein by either party shall be valid until approved in writing by the other party.

### 38 39 BOOKS, RECORDS, AND REPORTS

40 19. The Contractor shall establish and maintain accounts and other books and  
41 records pertaining to administration of the terms and conditions of this Contract,

1 including the Contractor's financial transactions; water supply data; project operation,  
2 maintenance, and replacement logs; project land and rights-of-way use agreements; the  
3 water users' land-use (crop census), land-ownership, land-leasing, and water-use data;  
4 and other matters that the Contracting Officer may require. Reports shall be furnished to  
5 the Contracting Officer in such form and on such date or dates as the Contracting Officer  
6 may require. Subject to applicable Federal laws and regulations, each party to this  
7 Contract shall have the right during office hours to examine and make copies of the other  
8 party's books and records relating to matters covered by this Contract.

#### 10 RULES, REGULATIONS, AND DETERMINATIONS

11 20. (a) The parties agree that the delivery of water or the use of Federal  
12 facilities pursuant to this Contract is subject to Federal reclamation law, as amended and  
13 supplemented, and the rules and regulations promulgated by the Secretary of the Interior  
14 under Federal reclamation law.

15 (b) The Contracting Officer shall have the right to make  
16 determinations necessary to administer this Contract that are consistent with the  
17 expressed and implied provisions of this Contract, the laws of the United States and the  
18 State of New Mexico, and the rules and regulations promulgated by the Secretary of the  
19 Interior. Such determinations shall be made in consultation with the Contractor.

#### 21 PROTECTION OF WATER AND AIR QUALITY

22 21. (a) Project facilities used to make available and deliver water to the  
23 Contractor shall be operated and maintained in the most practical manner to maintain the  
24 quality of the water at the highest level possible as determined by the Contracting  
25 Officer: *Provided, That* the United States does not warrant the quality of the water  
26 delivered to the Contractor and is under no obligation to furnish or construct water  
27 treatment facilities to maintain or improve the quality of water delivered to the  
28 Contractor.

29 (b) The Contractor shall comply with all applicable water and air  
30 pollution laws and regulations of the United States and the State of New Mexico; and  
31 shall obtain all required permits or licenses from the appropriate Federal, State, or local  
32 authorities necessary for the delivery of water by the Contractor; and shall be responsible  
33 for compliance with all Federal, State, and local water quality standards applicable to  
34 surface and subsurface drainage and/or discharges generated through the use of Federal  
35 or Contractor facilities or project water provided by the Contractor within the  
36 Contractor's Project Water Service Area.

37 (c) This article shall not affect or alter any legal obligations of the  
38 Secretary to provide drainage or other discharge services.





1 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or  
2 as otherwise provided by law.

3 (g) The Contractor will include the provisions of paragraphs (a)  
4 through (g) in every subcontract or purchase order unless exempted by the rules,  
5 regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of  
6 Executive Order 11246 of September 24, 1965, so that such provisions will be binding  
7 upon each subcontractor or vendor. The Contractor will take such action with respect to  
8 any subcontract or purchase order as may be directed by the Secretary of Labor as a  
9 means of enforcing such provisions, including sanctions for noncompliance: Provided  
10 however, that in the event the Contractor becomes involved in, or is threatened with,  
11 litigation with a subcontractor or vendor as a result of such direction, the Contractor may  
12 request the United States to enter into such litigation to protect the interests of the United  
13 States.

#### 14 15 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

16 24. (a) The Contractor shall comply with Title VI of the Civil Rights Act  
17 of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112,  
18 as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the  
19 Americans with Disabilities Act of 1990, and any other applicable civil rights laws, as  
20 well as with their respective implementing regulations and guidelines imposed by the  
21 U.S. Department of the Interior and/or Bureau of Reclamation.

22 (b) These statutes require that no person in the United States shall be  
23 excluded from participation in, be denied the benefits of, or be otherwise subjected to  
24 discrimination under any program or activity receiving financial assistance from the  
25 Bureau of Reclamation on the grounds of race, color, national origin, disability, or age.  
26 By executing this Contract, the Contractor agrees to immediately take any measures  
27 necessary to implement this obligation, including permitting officials of the United States  
28 to inspect premises, programs, and documents.

29 (c) The Contractor makes this agreement in consideration of and for  
30 the purpose of obtaining any and all Federal grants, loans, contracts, property discounts,  
31 or other Federal financial assistance extended after the date hereof to the Contractor by  
32 the Bureau of Reclamation, including installment payments after such date on account of  
33 arrangements for Federal financial assistance which were approved before such date.  
34 The Contractor recognizes and agrees that such Federal assistance will be extended in  
35 reliance on the representations and agreements made in this article and that the United  
36 States reserves the right to seek judicial enforcement thereof.

37 (d) Complaints of discrimination against the Contractor shall be  
38 investigated by the Contracting Officer's Office of Civil Rights.

#### 39 40 MEDIUM FOR TRANSMITTING PAYMENTS

41 25. (a) All payments from the Contractor to the United States under this  
42 Contract shall be by the medium requested by the United States on or before the date  
43 payment is due. The required method of payment may include checks, wire transfers, or  
44 other types of payment specified by the United States.

1 ( b) Upon execution of the Contract, the Contractor shall furnish the  
2 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The  
3 purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent  
4 amounts arising out the Contractor's relationship with the United States.  
5

6 CONTRACT DRAFTING CONSIDERATIONS  
7

8 26. Articles 1 through 7 of this Contract have been drafted, negotiated, and  
9 reviewed by the parties hereto, each of whom is sophisticated in the matters to which this  
10 Contract pertains, and no one party shall be considered to have drafted the stated articles.  
11

12 NO THIRD-PARTY BENEFITS  
13

14 27. By entering into this Contract, the parties do not intend to create any right,  
15 title or interest in or for the benefit of any person other than Reclamation and the  
16 Contractor. No person shall claim any right, title or interest under this Contract or  
17 seek to enforce this Contract as a third party beneficiary of this Contract.  
18



1 IN WITNESS WHEREOF, the parties hereto have signed their names the day and  
2 year first above written.

3  
4 THE UNITED STATES OF AMERICA

5  
6 By D. P. J. J. J.  
7  
8 fo- Regional Director, Upper Colorado Region  
9 Bureau of Reclamation

10  
11 APPROVED:

12  
13  
14 Christopher B. Rich  
15 for Regional Solicitor

16  
17  
18 THE BOARD OF COUNTY COMMISSIONERS  
19 OF SANTA FE COUNTY, NEW MEXICO

20  
21  
22 By: Harry B. Montoya  
23 Harry B. Montoya, Chair

24  
25  
26 ATTEST:

27  
28  
29 By: Valerie Espinoza  
30 Valerie Espinoza, Santa Fe County Clerk

31  
32  
33 Approved as to form:

34  
35 Stephen C. Ross  
36  
37 Stephen C. Ross, Santa Fe County Attorney

County of Santa Fe 1/  
Repayment Schedule  
 Based on March 2001 Final Cost Allocation

<u>Calendar</u> <u>Year</u>	<u>Payment</u> <u>Period</u>	<u>Annual</u> <u>Payment</u>	<u>Payment</u> <u>to</u> <u>Interest 2/</u>	<u>Payment</u> <u>to</u> <u>Principal</u>	<u>Final</u> <u>Cost</u> <u>Adjustment</u>	<u>Unpaid</u> <u>Balance</u>
1975	0					\$230,517
1976	1	\$9,750		\$9,750		220,767
1977	2	9,750	\$6,725	3,025		217,741
1978	3	9,750	6,632	3,118		214,624
1979	4	9,750	6,537	3,213		211,411
1980	5	9,750	6,440	3,310		208,101
1981	6	9,750	6,339	3,411		204,689
1982	7	9,750	6,235	3,515		201,174
1983	8	9,750	6,128	3,622		197,552
1984	9	9,750	6,017	3,733		193,819
1985	10	9,750	5,904	3,846		189,973
1986	11	9,750	5,787	3,963		186,010
1987	12	9,750	5,666	4,084		181,926
1988	13	9,750	5,541	4,209		177,717
1989	14	9,750	5,413	4,337		173,380
1990	15	9,750	5,281	4,469		168,911
1991	16	9,750	5,145	4,605		164,306
1992	17	9,750	5,005	4,745		159,561
1993	18	9,750	4,860	4,890		154,671
1994	19	9,750	4,711	5,039		149,633
1995	20	9,750	4,558	5,192		144,440
1996	21	9,750	4,400	5,350		139,090
1997	22	9,750	4,237	5,513		133,577
1998	23	9,750	4,069	5,681		127,896
1999	24	9,750	3,896	5,854		122,041
2000	25	9,750	3,717	6,033		116,009
2001	26	9,750	3,534	6,216	\$9,708	119,500
2002	27	9,750	3,640	6,110		113,390
2003	28	9,750	3,454	6,296		107,094
2004	29	9,750	3,262	6,488		100,606
2005	30	9,750	3,064	6,686		93,920
2006	31	11,036	2,861	8,175		85,745
2007	32	11,036	2,612	8,424		77,321
2008	33	11,036	2,355	8,681		68,640
2009	34	11,036	2,091	8,945		59,694
2010	35	11,036	1,818	9,218		50,476
2011	36	11,036	1,538	9,499		40,978
2012	37	11,036	1,248	9,788		31,190
2013	38	11,036	950	10,086		21,104
2014	39	11,036	643	10,393		10,710
2015	40	11,037	326	10,710		0

TOTAL:      \$402,861      \$162,639      \$240,222

1/ Historic payments on contract 7-07-05-X0879 from 1977 through 2005 separated for credits to County of Santa Fe based on a 375/5605 ratio.

2/ Authorized project interest rate is 3.046 percent.